

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION

STEPHEN EDWARD PATTERSON, III \* Docket No. 2:18-cv-1395  
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VERSUS \* July 20, 2021  
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JENOSAN JEYASEELAN, ET AL \* Lafayette, Louisiana

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TRANSCRIPT FROM AUDIO RECORDING OF SETTLEMENT AGREEMENT  
BEFORE THE HONORABLE KATHLEEN KAY,  
UNITED STATES MAGISTRATE JUDGE

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**A P P E A R A N C E S**

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ALSO PRESENT: STEPHEN EDWARD PATTERSON, III

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**COURT PROCEEDINGS**

THE COURT: All right. So let me call the case. It's Patterson versus Jeyaseelan, No. 18-1395. If I could have appearances, please.

MS. MOTTA: Yes, Your Honor. Vanessa Motta here on behalf of Stephen Patterson, plaintiff.

THE COURT: Mr. Patterson is here also. Okay.

MR. ORGAN: Coleman Organ on behalf of defendants Jenosan Jeyaseelan, JBS Expedite Limited, and AIG Insurance Company of Canada.

THE COURT: All right. So we have been in settlement conference since 11:00 this morning nonstop, well, except for one little break, and it's now 1:43 p.m. and I think we have a resolution. Ms. Motta, you want to state what you understand the agreement is.

MS. MOTTA: Yes, Your Honor. Speaking to my client, there was a certain amount of a net that had to be agreed upon in order for that to occur. With the amount of the final offer of the 200, we are able to agree to that final net number for Mr. Patterson as well as the settlement of this case.

THE COURT: What do you mean when you say net number?

MS. MOTTA: Agreed net number, like what number he wanted to walk away with in order to do that.

1 THE COURT: Okay. Wait. I don't know what that  
2 means.

3 MS. MOTTA: So there was an amount that  
4 Mr. Patterson told me on what his lowest number would  
5 be, and so I had to --

6 THE COURT: Oh. When you add back what your  
7 expenses are and so forth, for you to reach whatever  
8 number you agreed with your client --

9 MS. MOTTA: Correct.

10 THE COURT: -- you would have to have \$200,000; is  
11 that correct?

12 MS. MOTTA: Correct.

13 THE COURT: Okay. Mr. Patterson, you want to say  
14 something?

15 MR. PATTERSON: Yes, ma'am. The number that I'm  
16 asking for is the number that I think is the damages  
17 that this case has done to my life --

18 THE COURT: Okay. There's nothing wrong with that.

19 MR. PATTERSON: -- which is -- yeah.

20 THE COURT: Okay. Let me get that -- let me get  
21 something else done and we'll come back to that. Okay.

22 Mr. Organ, is your client willing to pay that  
23 amount of money?

24 MR. ORGAN: Yes, Your Honor. Our understanding is  
25 that the plaintiff is willing to accept a total of

1           \$200,000 in full and final settlement of this case which  
2           include a general release of all parties which would  
3           also include any potential liens.

4           THE COURT: Is that correct?

5           MS. MOTTA: Yes, Your Honor.

6           THE COURT: All right. So this has, to say the  
7           least, been a very unusual case. It's been a very  
8           unusual settlement conference. What I understand  
9           Mr. Patterson to be saying is that he and his attorney  
10          have had a discussion and he's told her an amount of  
11          money that he wants to be sure he gets at the end of the  
12          day. Have I stated that correctly, Mr. Patterson?

13          MR. PATTERSON: Yes. Everything that's happened  
14          with this case and stuff, yes, I guess that's --

15          THE COURT: Well, what I'm trying to do here is  
16          potentially protect you to make sure you get the amount  
17          of money that you've spoken to your attorney about.

18          MR. PATTERSON: Okay.

19          THE COURT: Okay?

20          MR. PATTERSON: Okay.

21          THE COURT: I really am not entitled to know that  
22          amount of money. Okay. That's not part of this process  
23          normally. But if you want, if you want to write that  
24          amount down on a piece of paper and I'll have Ms. Motta  
25          agree whether or not that's the amount and we can put it

1 in an envelope and we'll seal it. And if at any point  
2 there becomes a problem between you and Ms. Motta about  
3 how much money you're supposed to get, then we've got  
4 something in writing about how much money you're  
5 supposed to get.

6 MR. PATTERSON: Correct. She just stated that they  
7 agreed to the number that I had said? That's what she  
8 said?

9 THE COURT: Well, no. What she said is that --  
10 what I understood her to say is that, as between the two  
11 of you, you've come up with a number that you're willing  
12 to accept.

13 MR. PATTERSON: Right.

14 THE COURT: Okay. What she told me is that for her  
15 to be able to cover her expenses and get you that amount  
16 of money she needs \$200,000, and they've agreed to pay  
17 \$200,000.

18 MR. PATTERSON: Okay. And she also knows after  
19 everything's settled what the number is and I would like  
20 her to show me that number that I had told her earlier.  
21 Can she show me that number so I can agree upon it?

22 THE COURT: Yes. Yes. In fact, what I'm  
23 suggesting to you if you want to do this to give you  
24 some extra protection, okay, if you want, you can write  
25 that number down on a piece of paper, show it to

1 Ms. Motta in front of me, we'll all acknowledge that's  
2 the amount of money -- I don't need to know what that  
3 number is; but we can put it in an envelope, we can seal  
4 the envelope, have both of you guys sign it. And then  
5 if there's any problem later on down the road with  
6 making sure that you get the amount of money that you  
7 said you needed, we've got something to back you up.  
8 Does that make sense?

9 MR. PATTERSON: That makes sense, ma'am. But what  
10 I'm asking is: They agreed to what me and my lawyer was  
11 talking about, correct?

12 THE COURT: They agreed to pay 200,000.

13 MR. PATTERSON: They agreed -- okay. I just was in  
14 the back where I would like for her to write down what  
15 they agreed to, like, let me see if that's the number  
16 that I agreed to.

17 THE COURT: So I think we're talking the same  
18 thing.

19 MR. PATTERSON: Yeah, but I don't want to write it.  
20 I want her to write it --

21 THE COURT: Oh, okay. Well, that's fine.

22 MR. PATTERSON: -- since everyone's agreed upon it  
23 and stuff like that.

24 THE COURT: Do we have an envelope in here by any  
25 chance?

1 MR. PATTERSON: I just would like her to show me  
2 exactly what they agreed upon and what I'm going to have  
3 after everything is this.

4 MS. MOTTA: Yep. That's what you said when you  
5 were in the --

6 MR. PATTERSON: Okay. I can agree to that, yes.

7 THE COURT: Okay. So if both of you guys will sign  
8 that --

9 MS. MOTTA: Your name and I will sign it after as  
10 well. That's what she's saying, is to sign it and  
11 they're going to seal it in an envelope to make it --

12 THE COURT: I'm going to make Ms. Motta sign it,  
13 Mr. Patterson, and I want you to sign it; and then we're  
14 going to seal it in that envelope and we're going to  
15 keep it just to make sure you get exactly what that says  
16 you're supposed to get. This is really for your  
17 protection. We don't have to do this. I don't normally  
18 do this. But I know that, you know, you've got some  
19 trust issues right now so I want to be sure that you get  
20 what it is she says you're going to get.

21 Okay. Now, if you want, I can get two copies of  
22 that made, one for you, Mr. Patterson, and one for you,  
23 Ms. Motta, and then we'll keep the original. And again,  
24 if something should happen, let us know, because what we  
25 have right now is proof of what you know you're going to



1 get and at the end of the day that's going to have to  
2 stand. Okay. That's what you want, right?

3 MR. PATTERSON: That's fine.

4 THE COURT: Okay. All right. Stand by.

5 MR. PATTERSON: Don't know why I have to do all  
6 this; but yes, ma'am.

7 THE COURT: Are you asking me something or her? Do  
8 you want copies of that, Ms. Motta?

9 MS. MOTTA: Do you want a copy for your records?

10 THE COURT: Would you like a copy of that?

11 MS. MOTTA: Would you like a copy? I can e-mail it  
12 to you and take a picture.

13 THE COURT: Or you can do that, take a picture of  
14 it and e-mail it. Okay. So, Mr. Patterson, you're free  
15 to go. Thank you. If you would, give that to the  
16 clerk, please, ma'am.

17 MS. MOTTA: Yes, Your Honor. I'll keep you posted,  
18 Mr. Patterson. Thank you, Judge.

19 (Recording concluded.)

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**CERTIFICATE**

I hereby certify this 10th day of August, 2021 that the foregoing is, to the best of my ability and understanding, a true and correct transcript from the official electronic audio recording of the proceedings in the above-entitled matter.

*Deidre D. Juranka*  
Deidre D. Juranka, CRR  
Official Court Reporter

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